

Chapin Spencer
PUBLIC WORKS DIRECTOR



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**INVITATION FOR BIDS
COLCHESTER AVENUE 30" STORM PIPE REPAIR - CIPP**

Date of Issuance: Thursday, December 5, 2013

Issued by: City of Burlington Department of Public Works

Due Date for Proposals: Friday, December 20, 2013

Issuing Point of Contact:

Steve Roy, Project Engineer
Department of Public Works
53 Lavalley Lane
Burlington, VT 05401
(802) 865-7258
sroy@burlingtonvt.gov

DEADLINE FOR RECEIPT OF PROPOSALS

All replies and proposals in response to the Request for Proposal must be received in a sealed envelope clearly marked Colchester Ave Storm Pipe Repair to the address and point of contact no later than 2:00 p.m. on the above due date at which time all submitted proposals will be publicly opened and recorded. Late proposals will not be accepted. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline.

REVISIONS TO REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addendum will be sent to all contractors who received the original document.

SITE VISIT

There will be no scheduled site visit. If desired, contractors can schedule a visit by contacting the person above.

PARTNERSHIPS

The contractor may team up with other firms, local or otherwise, in order to provide whatever diversity is deemed necessary for completing the project tasks.

SCOPE OF WORK

The attached map and bid sheet includes a lump sum quote to reline 540' of pipe from manhole STR1.18 to manhole 5314. Since there was a recent pipe failure the City desires this work to be done as soon as possible. Three raw (unedited) videos were taken on 11/25 and are available for viewing through Dropbox. Please email the contact person (Steve Roy) to get invited to view these files. Note that with the exception of a catch basin entering its side (93' downstream of manhole STR1.16), the corrugated metal pipe through manhole 5314 is still closed and will be cut open by the time a CIPP contractor is on-site. Specifications on the work are provided in this document.

PROPOSAL FORMAT

Contractors are encouraged to be concise. All proposals must include, but are not limited to the following:

1. Letter of Transmittal and two (2) copies of the proposal if sent through the mail. If sent electronically, all documents shall be in pdf format.
2. Bid sheet filled out with bid, estimated start/end dates and supplied liner thickness.
3. A brief description of your firm's history and experience with pipeline rehabilitation. If your firm intends to partner with another company, also provide pertinent information on the subcontractor.
4. A work history of related projects showing for each:
 - a. Name, address and phone number for each client.
 - b. Brief project description.
 - c. Statement as to whether project was completed on time and within budget.
5. Location of the office from which the management of the project will take place.
6. Completion of Livable Wage, Outsourcing and Union Deterrence Certifications described below (Attachments in Appendix B).

PROPOSAL EVALUATION

Proposals will be reviewed and evaluated by Department staff based on the information provided in the proposal. Additional information and/or interviews may be requested prior to final selection. If the total project cost is less than \$100,000 it is anticipated that a decision will be made within 10 days of the due date. If this cost is over \$100,000 then the review process could take 30 days or longer since the city's purchasing guidelines require Board of Finance and City Council approvals.

CONTRACT REQUIREMENTS

Contractors are advised to review the CIPP Specifications (Appendix A), Draft Agreement (Appendix B), including the Agreement attachments (Burlington Contractor Contract Provisions and the Livable Wage, Outsourcing Policy, and Union Deterrence Ordinances) in advance of submitting a proposal. The City of Burlington reserves the right to alter or amend any or all of

these provisions in the project contract.

The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

LIMITATIONS OF LIABILITY

The City of Burlington, Vermont assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

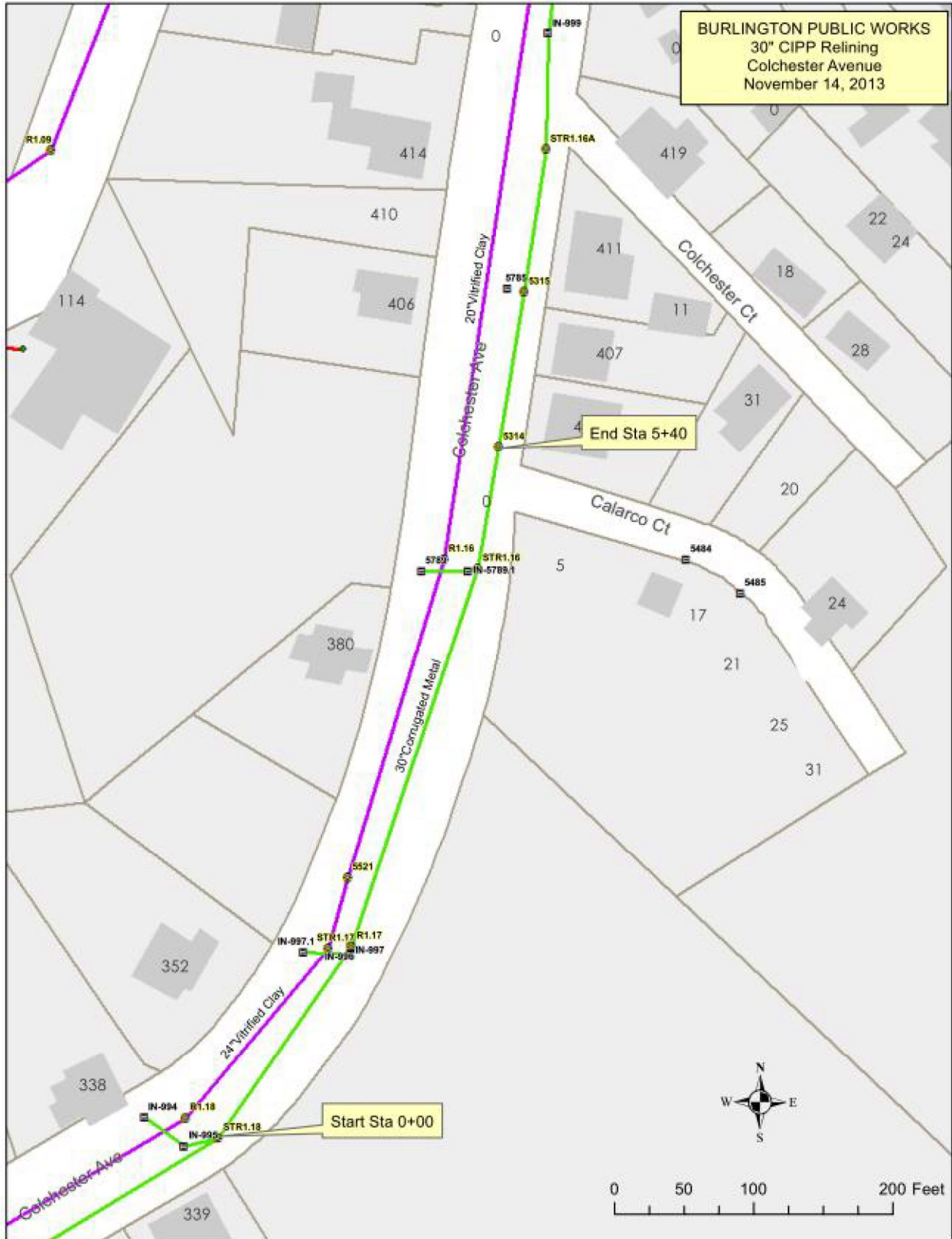
REJECTION OF PROPOSALS

The City of Burlington reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract in the City's best interests, including proposed contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

OWNERSHIP OF DOCUMENTS

Proposals, plans, specifications, basis of designs, electronic data, designs and reports prepared under any agreement between the selected contractor or Contractor and the city shall become the property of the city. Records shall be furnished to the city by the Contractor upon request at any time, however the Contractor or Contractor may retain copies of the original documents.

BURLINGTON PUBLIC WORKS
30" CIPP Relining
Colchester Avenue
November 14, 2013



BID SHEET - COLCHESTER AVENUE 30" STORM PIPE REPAIR - CIPP

Contractor:_____ Address:_____

Contact:_____ Telephone/Email:_____

Estimated Start Date:_____ Estimated End Date:_____

ITEM	UNIT	SUBTOTAL
Mobilization/Demobilization	Lump sum	\$
CIPP of ~540' of 30" CMP	Lineal foot	\$

TOTAL BID: \$_____

Supplied Liner Thickness (mm):_____

By submitting a bid, the Contractor agrees to abide by all specifications and conditions in the Contract Documents.

APPENDIX A - TECHNICAL SPECIFICATIONS FOR CURED-IN-PLACE (CIPP) PIPE FOR MAINLINE RENEWAL

PART 1 - PRODUCTS

1.1 GENERAL

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished pipe shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to domestic sewage or stormwater.

1.2 QUALIFICATIONS

Since sewer or stormwater products are intended to have a 50+ year design life, and in order to minimize the Owner's risk, only proven products with substantial successful installations and experience will be approved. In order for the CIPP Contractor to be deemed commercially acceptable and approved for this project, they must meet the following criteria:

A. CIPP Product

1. The CIPP product must have been installed in a minimum of 500,000 linear feet or 2,500 manhole to manhole line sections of successful wastewater or stormwater collection systems in North America and must be documented to the satisfaction of the Owner.
2. The CIPP product shall comply with the latest versions of ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered commercially proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Contractor's bid and required for approval.
5. If requested, third-party test results supporting the structural properties and long-term performance of the CIPP product shall be submitted for approval, and such data shall be

satisfactory to the Owner. No CIPP product will be approved without independent third party testing.

B. Installation Contractor

1. The Installation Contractor shall be certified by the CIPP product manufacturer to have at least 5 years active experience in the installation of the proposed CIPP product.
2. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 500,000 lineal feet of the same CIPP product being represented by the bidder.
3. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP product being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.
4. The Installation Contractor shall operate under a quality management system that is third party certified to ISO 9001 or equivalent standards. Proof of certification or quality management system shall be submitted with the Installation Contractor's bid and required for approval.

1.3 STRUCTURAL REQUIREMENTS

A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived at using standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP resin system and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.

B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

C. The enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.

D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

	MINIMUM PHYSICAL PROPERTIES			
	ASTM Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	150,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E above, and in accordance with the design equations in the Appendix X1 of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (As determined by long-term tests described in Section 1.3.D and approved by the Owner)	=	50% max
Ovality* (calculated from (X1.1 of ASTM F1216)	=	% ⁽¹⁾
Enhancement Factor, K	=	7.0
Groundwater Depth (above invert of pipe)	=	3.5 feet ⁽¹⁾
Soil Depth (above crown of pipe)	=	7 feet
Soil Modulus (only required for fully deteriorated design conditions)	=	psi ⁽¹⁾
Soil Density (only required for fully deteriorated design conditions)	=	lb/cuft ⁽¹⁾
Live Load (only required for fully deteriorated design conditions)	=	AASHTO H20
Design Condition (partially or fully deteriorated)*	=	*

* Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated (See ASTM F1216, Appendix X1). The Owner will be solely responsible for determining pipe conditions and parameters utilized in design.

- (1) In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: Ovality = 2%; Groundwater Depth at one half soil depth to invert; Soil Modulus = 1000 psi; Soil Density = 120 lb/cuft

1.4 MATERIALS

A. CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the liner to length. Continuous individual liners can be made over one or more manhole to manhole sections.
3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

B. Resin Components

1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.

2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E, and those properties which are to be utilized in the design of the lining system for this project.
4. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

PART 2 - EXECUTION

2.1 GENERAL

A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Owner's representative to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.

B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

2.2 NOTIFICATION AND PREPARATION

A. For sewer relining, the Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.

B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for such debris removed during the cleaning operations.

C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the sewer. The Owner, with input from the Installation

Contractor shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.

D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

E. The Installation Contractor is responsible for providing **traffic control** in accordance with Part 6 (Temporary Traffic Control) of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). A traffic control plan shall be submitted to the Owner for approval prior to arriving on site to do the necessary work. The two page form is provided at the end of this specification section.

F. The Installation Contractor is responsible for providing **confined space** entry training and equipment for their employees in accordance with Standard 1910.146 (permit-required confined space) of the Occupational Safety & Health Administration (OSHA) regulations. An entry permit shall be filled out prior to entering any confined space.

2.3 BYPASS PUMPING

A. The Installation Contractor, when required, shall provide for the flow of sewage or stormwater around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.

B. When requested by the Owner/Engineer, the Installation Contractor shall submit a general bypass plan.

2.4 TELEVISION INSPECTION

A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the sewer. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.

B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post-videos.

C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.

D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

2.5 INSTALLATION

A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.

B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.

C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

2.6 CURING

A. After the CIPP tube installation is completed, the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.

B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.

C. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the

temperature is continued.

2.7 COOL DOWN

A. Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

2.8 FINISH

A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous, and free of any leakage from the surrounding ground to the inside of the CIPP.

B. Where the CIPP is installed through a manhole uninterrupted, the invert shall be maintained smooth within the manhole, with approximately the bottom half of the CIPP continuous through the length of the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.

C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids or sediment, or reduce hydraulic flow capabilities of the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

2.9 REINSTATE LATERALS AND SERVICES

A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation videotape or sewer walk.

B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.

C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

2.10 QUALITY ASSURANCE PROCEDURES

A. For every two thousand five hundred (2,500) lineal feet of CIPP installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.

B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within seven (7) days of receipt.

C. Wall thickness of samples shall be determined in a manner consistent with paragraph 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in Section 1.3.F of this document.

D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested.

E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

PART 3 - PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during each monthly period.

When not defined, payment shall be broken down as follows:

A. Mobilization and demobilization shall be paid for as one lump sum amount.

B. Cleaning shall be paid for per lineal foot of line cleaned. Items for both light and heavy cleaning shall be designated as appropriate.

C. Protruding laterals shall be paid for per each lateral removed.

D. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.

E. Lateral reinstatement shall be paid per each lateral reinstated.

F. Bypass pumping shall be paid for as one lump sum and shall include all incidentals required for the bypass efforts.

G. Traffic control shall be paid as one lump sum and shall include all incidentals required for traffic control.

All other incidental costs such as sample testing shall be included in the cost of these items.

DAILY TRAFFIC CONTROL PLAN

Date: _____	Time: _____	Weather: _____
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LOCATION – (Reference mile points or intersection)						
Route: _____	Town: _____	From: _____	To: _____			
Posted Speed Limit (MPH): _____		Road Type: _____				
Activity: _____		Work Duration: _____				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Flaggers required?</td> <td style="width: 33%;">YES</td> <td style="width: 33%;">NO</td> </tr> </table>		Flaggers required?	YES	NO	* All Flaggers must be Trained *	
Flaggers required?	YES	NO				

Prepared By: _____	Title: _____
Entity Performing Work: _____	
Address: _____	
Telephone No: _____	Fax No.: _____
Project Name: _____	Project Number: _____

Comments: _____ _____ _____ _____ _____
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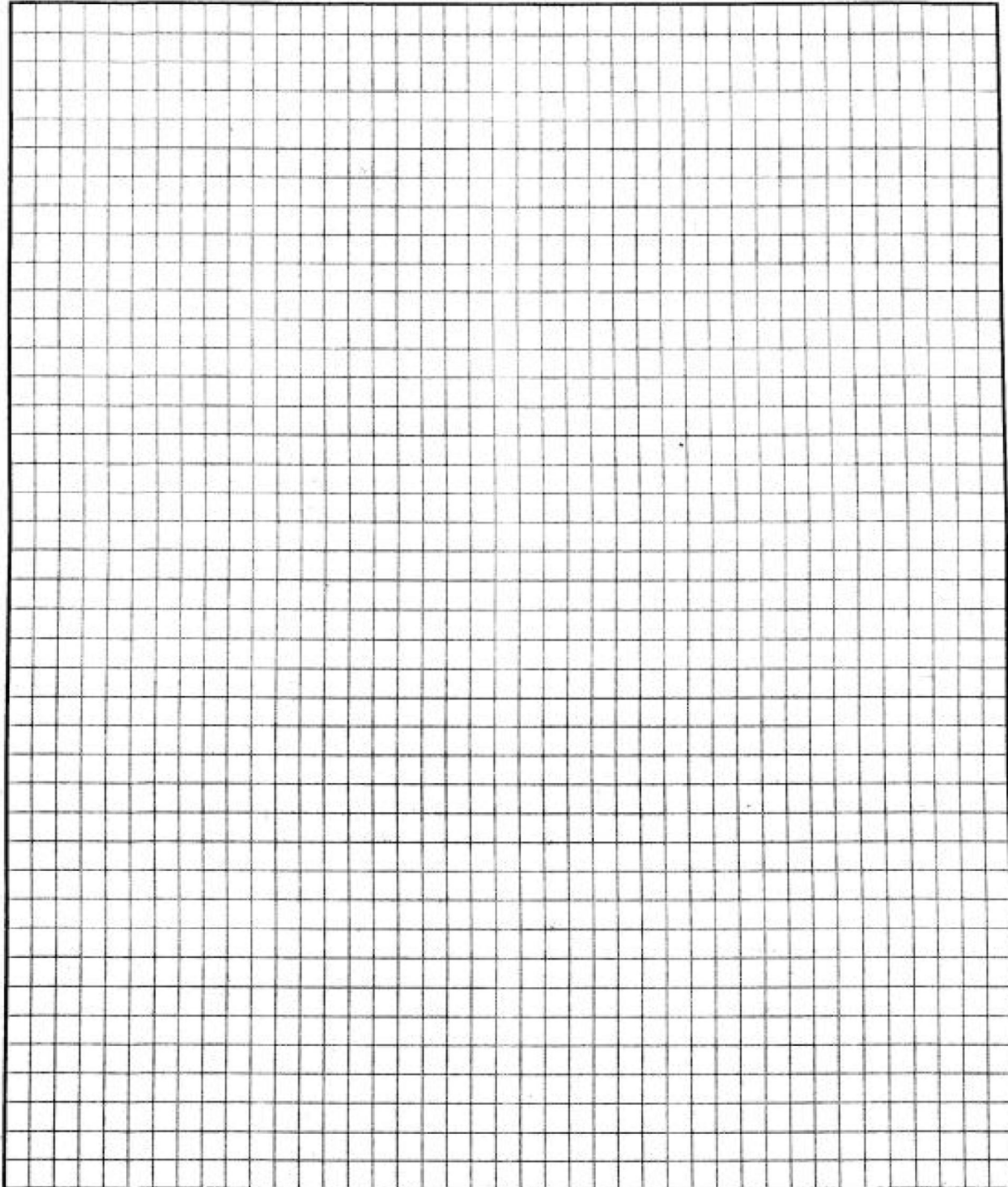
WORK DURATION (MUTCD, Part 6, Section 6G.02) 1. Long-term stationary is work that occupies a location more than 3 days. 2. Intermediate-term stationary is work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour. 3. Short-term stationary is work that occupies a location for more than 1 hour within a single daylight period. 4. Short duration is work that occupies a location up to 1 hour. 5. Mobile is work that moves intermittently or continuously.
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ROAD TYPE <small>(from MUTCD, Part 6, Table 6H-3)</small>	Distance Between Signs (Feet)		
	A	B	C
Urban (low speed) ≤ 40	100	100	100
Urban (high speed) ≥ 45	350	350	350
Rural	500	500	500
Expressway / Freeway	1,000	1,500	2,640

DAILY TRAFFIC CONTROL PLAN

Temporary Traffic Control Sketch: Refer to Vermont's Guide to Highway Work Zones – Flip Book and the latest edition of the MUTCD Part 6 for Typical Applications.

Sketch to include, but not limited to, showing existing roadways, direction of travel, intersections, placement of traffic control devices, and any other relevant site features (i.e. physical features – large trees ledge outcrops, etc.)



APPENDIX B – SAMPLE AGREEMENT

AGREEMENT FOR CONSTRUCTION SERVICES
BY AND BETWEEN THE
CITY OF BURLINGTON, VERMONT
AND
XXX.

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the City of Burlington, Vermont, acting herein by and through its Department of Public Works, hereinafter called the “City,” and XXX with offices at XXX, hereinafter called the “Contractor.”

WHEREAS, the City intends to make improvements to a 30” diameter stormwater pipe on Colchester Avenue; and

WHEREAS, Project improvements include CIPP (cured-in-place-pipe) relining of existing pipe; and

WHEREAS, Contractor has submitted a scope of work for Contractor services to be performed for a not-to-exceed fee inclusive of reimbursable expenses; and

WHEREAS, the City desires to contract with Contractor for these services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the engagement of Contractor by City, and other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and City agree and covenant as follows:

1. Services and Scope of Work. City agrees to engage Contractor for the services set forth in the scope of work set forth below, and Contractor accepts and agrees to such engagement.

Scope of work. Contractor shall include, but not be limited to, the following:

- Cured-In Place Pipe (CIPP) relining in accordance with the Scope of Work and technical Specifications outline in the Contract Documents.

Contractor further accepts and agrees to perform such work in compliance with the provisions in the following attachments, all of which are incorporated herein and made a part of this Agreement:

- a. Attachment A (“Standard Contract Provisions”)
- b. Attachment B (Livable Wage Ordinance)
- c. Attachment C (Outsourcing Ordinance)
- d. Attachment D (Union Deterrence Ordinance).

Contractor shall be responsible for providing professional services, assistance in the construction bid process, and construction review and project closeout as further set forth in the scope of work below as an independent contractor and professional Contractor in its relationship with the City and in accordance with the terms and conditions of this contract.

2. Payment. City shall pay Contractor for services and expenses a not to exceed fee of \$XXX, payable as follows:

- Services will be invoiced on or about the first of each month;
- Payment will be made within 30 days;
- The hourly rate for services shall be included in the invoice;
- Reimbursable expenses will be billed at cost. Reimbursable expenses include large format printing, photocopying, and mileage;

3. Term. The term of Contractor's engagement under this Agreement shall commence upon execution of this agreement and shall continue until _____ unless sooner terminated by:
- written agreement of the parties;
 - the death or inability to perform due to disability of Contractor; or
 - either party for cause, consisting of incompetence, misconduct, illegal conduct, or breach of this Agreement.
4. Direction. For purposes of this engagement, Steve Roy, Burlington Public Works engineer, shall be the point of contact and City's representative with Contractor. The parties agree that City does not have the right to control how Contractor performs the services under this Agreement.
5. Subcontractors:
- The Parties agree that the following sub-contractors will perform services under this AGREEMENT: XXXX,XXX. Additional sub-consultants may be added in accordance with the terms of this agreement.
 - The subcontractor's compensated involvement in THE PROJECT shall be restricted by the hours listed for each task in Attachment ____: Cost Proposal.
 - Any changes to the extent and cost of subcontractors involvement must receive prior written consent of the CITY.
 - All subcontractors,, including the ones listed above, are subject to all applicable contract provisions (and are specifically subject to the City's Livable Wage , Outsourcing, Union Deterrence ordinances).
6. Entire Agreement and Amendments. The parties acknowledge that this Agreement is the entire agreement between the parties and that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. No provision of this Agreement shall be changed or modified except by a written instrument executed by both parties hereto.
7. Waiver. No waiver by City of any breach of this Agreement by Contractor shall constitute a waiver of any subsequent breach by Contractor, and no delay in enforcement of any breach shall be deemed a waiver of that breach.
8. Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that provision shall be severed, and all other provisions of this Agreement shall remain in full force and effect.
9. Binding Nature and Jurisdiction. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and Contractor expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

IN WITNESS WHEREOF, in Burlington, VT this ____ day of _____, 2013.

CITY OF BURLINGTON
By

XXX
By

Chapin Spencer
Director of Public Works

XXX
Title

ATTACHMENT A: BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AASHTO	American Association of State Highway and Transportation
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWS	American Welding Society
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Contractor Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FHWA	Federal Highway Administration, U.S. Department of
FRA	Federal Railroad Administration
FSS	Federal Specifications and Standards (General Services
FTA	Federal Transit Administration
SIR	Self Insured Retention
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. INDEMNIFICATION:

The CONTRACTOR will act in an independent capacity and not as officers or employees of the CITY. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the CONTRACTOR's negligent acts and/or omissions in the performance of this contract.

The CONTRACTOR will act in an independent capacity and not as officers or employees of the CITY. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the CONTRACTOR's negligent acts and/or omissions in the performance of this contract.

2. RELATIONSHIP:

The parties agree that the CONTRACTOR is an independent CONTRACTOR. To that end, the CONTRACTOR shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONTRACTOR with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONTRACTOR shall provide its own tools, materials or equipment. The parties agree that neither the CONTRACTOR nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONTRACTOR nor its Principal is entitled to any employee benefits from City. CONTRACTOR understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONTRACTOR agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

The CONTRACTOR understands and agrees that it is responsible for the payment of all taxes on the above sums and that City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

3. INSURANCE:

Prior to beginning any work the CONTRACTOR shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONTRACTOR's actions or omissions. It is agreed that the liability insurance

furnished by the CONTRACTOR is primary and non-contributory for all the additional insureds.

The CONTRACTOR is responsible to verify and confirm in writing to the CITY that:

(a) All SUB-CONTRACTORS, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all SUB-CONTRACTORS, agents or workers. SUB-CONTRACTORS must comply with the same insurance requirements as the CONTRACTOR.

(b) All coverages shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONTRACTOR, SUB-CONTRACTORS, agents or workers, it is the CONTRACTOR's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the

CONTRACTOR shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONTRACTORS and subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The CONTRACTOR shall carry architects/engineers/professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate
\$1,000,000 - Per Occurrence

(b) Deductibles. The CONTRACTOR is responsible for any and all deductibles.

(c) Coverage. Prior to performing any work, the CONTRACTOR agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the CONTRACTOR agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

AUTOMOBILE LIABILITY: The CONTRACTOR shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:

\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. GENERAL COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner

consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

5. ENVIRONMENTAL REGULATIONS:

Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, CITY and to the USEPA Assistant Administrator for Enforcement (EN-329).

6. CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY

During performance of the Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identify, national origin, physical disability or veteran status.

The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONTRACTOR shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONTRACTOR shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

7. CHILD SUPPORT PAYMENTS

By signing the Contract the CONTRACTOR certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the CONTRACTOR is a sole proprietorship, the CONTRACTOR's statement applies only to the proprietor. If the CONTRACTOR is a partnership, the CONTRACTOR's statement applies to all general partners with a permanent residence in Vermont. If the CONTRACTOR is a corporation, this provision does not apply.

8. TAX REQUIREMENTS: By signing the Agreement, the CONTRACTOR certifies, as

required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

CONTRACTUAL AGREEMENTS

9. **REGISTRATION:** The CONTRACTOR agrees to be registered with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
10. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A CONTRACTOR shall employ only qualified personnel, for responsible authority to supervise the work. The CITY shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the CITY, during the life of the Agreement, the CONTRACTOR shall not employ:

- (a) Personnel on the payroll of the CITY who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the CITY.

The CONTRACTOR warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONTRACTOR to be paid, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul the Agreement, without liability to the CITY, and to regain all costs incurred by the CITY in the performance of the Agreement.

The CITY reserves the right to require removal of any person employed by a CONTRACTOR, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the CITY in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

11. **TRANSFERS, SUBLETTING, ETC:** A CONTRACTOR shall not assign, sublet, or transfer

any interest in the work, covered by an Agreement, without prior written consent of the CITY and further, if any SUB-CONTRACTOR participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the CITY. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the CONTRACTOR of responsibility for the performance of that portion of the work so transferred. The form of the SUB-CONTRACTOR's agreement shall be as developed by the CONTRACTOR and approved by the CITY. The CONTRACTOR shall ensure that insurance coverage exists for any operations to be performed by any SUB-CONTRACTOR as specified in the insurance requirements section of this agreement.

The services of the CONTRACTOR, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized subagreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

12. **CONTINUING OBLIGATIONS:** The CONTRACTOR agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONTRACTOR nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.
13. **OWNERSHIP OF THE WORK:** The CONTRACTOR agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultants, hereafter referred to as "instruments of professional service", shall become the property of the CITY as they are prepared and/or developed during execution of the Agreement. The CONTRACTOR agrees to allow access to all "instruments of professional service" at any time. The CONTRACTOR shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that Consultants may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
14. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONTRACTOR. The CONTRACTOR, however, agrees to and does hereby grant to the CITY, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be

developed, as a part of the work under the Agreement.

15. PUBLIC RECORDS

The CONTRACTOR understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City.

16. RECORDS RETENTION

The CONTRACTOR agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONTRACTOR further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONTRACTOR, SUB-CONTRACTORS, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

17. APPEARANCES:

(a) Hearings and Conferences. The CONTRACTOR shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The CONTRACTOR shall perform any liaison that the CITY deems necessary for the furtherance of the work and participate in conferences with the CITY, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The CONTRACTOR further agrees to participate in meetings with the CITY and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement.

The CONTRACTOR shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

(b) Appearance as Witness. If and when required by the CITY, a CONTRACTOR, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY.

The CONTRACTOR shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

18. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONTRACTOR.
19. **APPENDICES:** The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONTRACTOR in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the CITY as occasions may require. It is the responsibility of the CONTRACTOR to ensure that they have the latest versions applicable to the Agreement.
20. **EXTENSION OF TIME:** The CONTRACTOR agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONTRACTOR for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONTRACTOR and without the fault or negligence of the CONTRACTOR.
21. **SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the City Council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONTRACTOR. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.
22. **FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.
23. **CITY'S OPTION TO TERMINATE:** The Agreement may be terminated in accordance with the following provisions, which are not exclusive:

- (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONTRACTOR.
- (b) Termination for Cause. The CITY reserves the right, upon written notice to the CONTRACTOR, to terminate the Agreement, as of a date to be specified by the CITY, if the CONTRACTOR fails to complete the designated work to the satisfaction of the CITY, within the time schedule agreed upon. The CONTRACTOR shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONTRACTOR, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONTRACTOR will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONTRACTOR prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONTRACTOR will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONTRACTOR shall make no claim for additional compensation against the CITY by reason of such termination.

24. ACKNOWLEDGEMENTS

Acknowledgment of the City of Burlington's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

OPERATIONAL STANDARDS

25. RESPONSIBILITY FOR SUPERVISION: The CONTRACTOR shall assume primary responsibility for general supervision of CONTRACTOR employees and his/her or their subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

26. INDEPENDENCE: The CONTRACTOR shall act in an independent capacity and not

as officers or employees of the CITY.

27. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the CONTRACTOR will counsel with the CITY, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONTRACTOR shall inform the CITY, in writing, of any such contacts and the results thereof.
28. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONTRACTOR will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONTRACTOR shall conduct themselves with propriety. The CONTRACTOR agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONTRACTOR agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONTRACTOR, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONTRACTOR is acting as an agent of the CITY.
29. **INSPECTION OF WORK:**
The CITY shall, at all times, have access to the CONTRACTOR's work for the purposes of inspection, accounting, and auditing, and the CONTRACTOR shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONTRACTOR shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONTRACTOR pursuant to execution of the Agreement.
- Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the CITY.
30. **RETURN OF MATERIALS.** CONTRACTOR agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on behalf of City.

PROJECT DEVELOPMENT AND STANDARDS

31. PLANS RECORDS AND AVAILABLE DATA:

The CITY agrees to make available, at no charge, for the CONTRACTOR's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

32. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Agreement, or directed in writing, CONTRACTOR services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VAOT'S latest edition of the Standard Specifications for Construction.
- (b) VAOT'S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VAOT'S Manual on Survey.
- (e) VAOT'S Right-of-Way Manual.
- (f) The Highway Capacity Manual - Special Report 209.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplement requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (j) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONTRACTOR is responsible to identify and follow any course of direction provided by the CITY.

33. **DEVELOPMENT OF PLANS:** Unless otherwise indicated in an Agreement, the provisions of these specifications shall apply to any contract requiring preliminary engineering services in connection with highway, bridge, bicycle and pedestrian survey and design. The CONTRACTOR is responsible for the development of any and all work outlined in an Agreement.

The CITY shall establish the termini of the project and may substantiate other conditions relative to locations established in the Agreement. When required under the Agreement, the CONTRACTOR will produce an acceptable survey and/or set of plans between such termini and follow any established provisions.

Endorsement of a recommended alignment made, by the CITY, does not relieve the CONTRACTOR of the responsibility for making changes occasioned as a result of an alignment not conforming to standards or good engineering practices when the design is advanced. Nor is the CONTRACTOR relieved of changes developed by normal refinements.

Changes in work or Supplemental Agreements, requested or required of the CONTRACTOR by the

CITY, involving extra work or additional services must be properly documented and approved prior to initiating action of any work.

- 34. REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONTRACTOR, shall be subject to review and endorsement by the CITY.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the CITY will be performed as deemed necessary. The CONTRACTOR shall respond to all official comments regardless of their source. The CONTRACTOR shall supply the CITY with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a CONTRACTOR of their professional obligation to correct any defects or errors in their work at their own expense.

35. BINDING NATURE AND JURISDICTION

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONTRACTOR expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

- 36. PAYMENT PROCEDURES:** The CITY shall pay, or cause to be paid to the CONTRACTOR or the CONTRACTOR's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the CITY and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The CITY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to

accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

37. PAYMENT FOR ADDITIONS OR DELETIONS: The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

38. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The CITY may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONTRACTOR or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the CONTRACTOR, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

(a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONTRACTOR's expenses experienced in performing the work. The CONTRACTOR is fully responsible for all costs and resulting profit or loss.

(b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.

(c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the CITY, and no claim shall be valid unless so ordered.

The CONTRACTOR agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONTRACTOR employees. The CITY reserves the right to audit the records of the CONTRACTOR related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONTRACTOR until an Agreement amendment has been fully executed, unless written notice to proceed

is issued by the CITY. Any claim for extension of time, which may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

ARTICLE VI. LIVABLE WAGES*

*Cross references: Personnel, Ch. 24.

Sec. 21-80. Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
 - (b) The City of Burlington is committed to ensuring that its year-round employees (full and part time) have an opportunity for a decent quality of life and are compensated, and not dependent on public assistance, to meet their basic needs;
 - (c) The city is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
 - (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the city and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
 - (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for city employees and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.
- (Ord. of 11-19-01)

Sec. 21-81. Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor* or *vendor* is a person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods) where the total amount of the contract or contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city, including any contractors or subcontractors of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- (c) *Covered employer* means the City of Burlington (except that the Burlington School Department shall not be considered a covered employer), a contractor or vendor or a grantee as defined above.
- (d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services funded by the city, notwithstanding that the employee may be a seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city is a "covered employee".

(e) *Employee* means a person who is employed on a full-time or part-time regular basis (i.e., nonseasonal). "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(f) *Employer assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at employer cost or at an employer contribution towards the purchase of such health care benefits provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(g) *Livable wage* has the meaning set forth in section 21-82.

(Ord. of 11-19-01)

Sec. 21-82. Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage as established under this article.

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least nine dollars and ninety cents (\$9.90) per hour on the effective date of this article [Dec. 19, 2001].

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least eleven dollars and sixty-eight cents (\$11.68) per hour on the effective date of this article [Dec. 19, 2001].

(3) Tipped covered employees and other covered employees whose compensation consists of more than hourly wages shall be paid an hourly wage which, when combined with the other compensation, will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city, as of JulyMarch first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. Prior to MayMarch first of each calendar year, the chief administrative officer will provide public notice of this adjustment by publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have provided an address of record to the chief administrative officer, by written letter to each such covered employer.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation or personal leave.

(Ord. of 11-19-01)

Sec. 21-83. Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article [Dec. 19, 2001]. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds are being expended.

(Ord. of 11-19-01)

Sec. 21-84. Enforcement.

(a) The City of Burlington shall require, as a condition of any contract or grant covered by this section, that the affected covered employer submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract or grant. The affected covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected covered employer shall agree to provide payroll records or other documentation, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the city's request.

(b) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an affected covered employer from any court of competent jurisdiction, if the affected covered employer has not complied with this article.

(c) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(d) A violation of this article shall be a civil offense subject to a civil penalty of from twoone hundred dollars (\$2100.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(Ord. of 11-19-01; Ord. of 2-17-04)

Sec. 21-85. Other provisions.

(a) No affected covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84.

(b) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(c), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(c) Notwithstanding subsection 21-85(b), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(d) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(e) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01)

Sec. 21-86. Exemptions.

A partial or complete exemption from the requirement of this article may be authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship. Requests for exemption shall be submitted to the chief administrative officer. The finance board of the city shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

(Ord. of 11-19-01)

Sec. 21-87. Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01)

Secs. 21-88, 21-89. Reserved.



Livable Wage Ordinance

Are You
Receiving
A Livable
Wage?

The Burlington Livable Wage Ordinance requires that if you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$13.94 an hour **with health insurance**.

\$13.94

If you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$15.83 an hour **without health insurance**.

\$15.83

What Are
Your Rights
Under the
Livable Wage?

All employees who work directly on a City of Burlington service contract or a subcontract may be eligible. To find out if you are covered by the Livable Wage Ordinance you may call the Office of the Chief Administrative Officer at 802/865-7000.

Are You
Eligible to
Receive The
Livable Wage?

Covered employees are required to be paid at least the above amounts. If you are covered and your employer reduces your pay, your employer shall be considered in violation. You are protected by law if you assert your rights under the Livable Wage Ordinance.

Why Report A
Livable Wage
Violation?

If your employer is required to be paying you the Livable Wage and is not, he or she may be required to pay you back wages and be subject to any other appropriate action as outlined in the Ordinance.

Employee
Earned
Income Tax
Credit

Are you raising a family and making less than \$30,000? If so, you could be eligible to receive the Earned Income Tax Credit (EITC.) You may even be eligible if your income is so low that you do not owe any taxes. The EITC can reduce your taxes or provide a cash refund. There is a federal and state EITC, so ask about both. To find out if you qualify and how to get this benefit speak to your employer's payroll clerk or call IRS at 1.800.TAX.1040.

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with the _____ (project), hereby
certify under oath that (1) Contractor shall comply with the City of Burlington's Livable
Wage Ordinance; (2) as a condition of entering into this contract or grant, Contractor
confirms that all covered employees, as defined by Burlington's Livable Wage Ordinance,
shall be paid a livable wage for the term of the contract as determined and adjusted
annually by the City of Burlington's Chief Administrative Officer, (3) a notice regarding the
applicability of the Livable Wage Ordinance shall be posted in the workplace or other
location where covered employees work, and (4) payroll records or other documentation,
as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10)
business days from receipt of the City's request.

Dated at _____, Vermont this ____ day of _____, 2013.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

Article VII Outsourcing

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

Sec. 21-91. - Definitions.

(a)

Contractor or vendor. A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b)

Government funded project. Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c)

Outsourcing. The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

Sec. 21-92. - Implementation.

(a)

No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b)

Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

Sec. 21-93. - Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

Sec. 21-94. - Enforcement.

(a)

Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b)

A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c)

The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

Secs. 21-95—21-99. - Reserved.

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with the _____ (project),
hereby certify under oath that (1) Contractor shall comply with the City of Burlington's
Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into
this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this ____ day of _____, 2013.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Burlington, Vermont, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 21 - OFFENSES AND MISCELLANEOUS PROVISIONS >> ARTICLE VIII. - UNION DETERRENCE >>

ARTICLE VIII. - UNION DETERRENCE

[Sec. 21-100. - Policy.](#)

[Sec. 21-101. - Definitions.](#)

[Sec 21-102. - Implementation](#)

[Sec. 21-103. - Enforcement](#)

[Secs. 21-104—21-110. - Reserved.](#)

Sec. 21-100. - Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

Sec. 21-101. - Definitions.

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:
 - 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
 - 2) Have supervisors force workers to meet individually with them to discuss the union;
 - 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
 - 4) Discipline or fire workers for union activity;
 - 5) Train managers on how to dissuade employees from supporting the union.
- (d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

Sec 21-102. - Implementation

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who

- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

Sec. 21-103. - Enforcement

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

Secs. 21-104—21-110. - Reserved.

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor)
and in connection with _____ (City contract/project/grant),
hereby certify under oath that _____ (Contractor) has not
advised an employer to conduct any illegal activity in its dealings with a union, and
it does not currently, nor will it over the life of the contract advertise or provide
union deterrence services in violation of the City's union deterrence ordinance.
Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary